

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

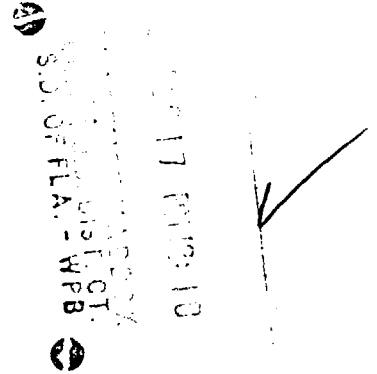
R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.



**PLAINTIFFS' MOTION FOR  
CONSENT FINAL JUDGMENT**

COME NOW the Plaintiffs, R/S Associates, a Florida limited partnership and Dan Shooster (hereinafter "Plaintiffs") and for Plaintiffs' Motion for Consent Final Judgment would state as follows:

1. On or about June 1, 2001, the parties entered into a Settlement Agreement, a copy of which is attached hereto as Exhibit "1".

2. The Settlement Agreement provides as follows;

"Plaintiffs filed an action in the United States District Court for the Southern District of Florida against Defendants, Case No. 00-6023 Civ Hurley ("the Lawsuit") alleging a variety of causes of action arising from Defendants' alleged infringement of Plaintiffs' registered trademarks: Festival Marketplace Mall 3101; Festival Marketplace Mall/Logo" #3102; Winners! Arcade/Design #3103; Winners! Arcade/Design #3121; Festival Marketplace #3104; Festival Marketplace #3105; Shopaholic #3112; Festiventures #3120; Festiventures #3112;

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Festivalue #3111; Festivalue #3119; Fleabytes #3110; Fleabytes #3118; Flea Market Mall #3117; Flea Market Mall #3108; Festival Flea Market/Design #3107; Festival Flea Market/Design #3115; Flea T.V. #3106; Flea T.V. #3114; Festival Marketplace/Design #3123; and/or International Festival Center trademark ("The Plaintiffs' Marks").

3. The Settlement Agreement further provides:

"Defendants, its officers, agents, servants, employees, successors and assigns, and those persons in active concert or participation with Defendants, acknowledge Plaintiffs' rights in The Plaintiffs' Marks in the United States and have ceased and have agreed to be permanently enjoined from infringing and/or counterfeiting said trademark rights. Further, Defendants agree that, if they default on their obligations under this Agreement, Plaintiffs may **cause the Court to enter the Consent to Final Judgment and Permanent Injunction, which is attached hereto as Exhibit "A"**. (emphasis added) (see section 1 of the Settlement Agreement).

4. The Settlement Agreement further provides:

"If any legal action or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, costs and all reasonable expenses incurred in so enforcing or defending itself, including all attorneys' fees and costs incident to appeals, in addition to any other relief to which such party may be entitled." (see section 13 of the Settlement Agreement).

5. Attached hereto as Composite Exhibit "2" are Affidavits from several persons testifying to the fact that the Defendants are still currently using "The Plaintiffs' Marks".

WHEREFORE, Plaintiffs pray that this Honorable Court grant their Motion for Consent Final Judgment and enter the Consent Final Judgment and Permanent Injunction, a copy of which is attached hereto and/or order such other or further relief as this Honorable Court deems just and proper.

I HEREBY CERTIFY a copy of the foregoing has been forwarded via first class mail to Elaine Johnson James, Esquire, Nason, Yeager, Gerson, et al, 1645 Palm Beach Lakes

Blvd. #1200, West Palm Beach, Fl 33401-2218 this 14 day of December 2001.

FRIEDMAN, ROSENWASSER & GOLDBAUM, P.A.  
Attorneys for Plaintiffs  
5355 Town Center Rd. #801  
Boca Raton, Fl 33486  
Tel: (561) 395-5511  
Fax: (561) 368-9274

by: Keith A. Goldbaum  
KEITH A. GOLDBAUM, ESQUIRE  
FBN 0475637

**SETTLEMENT AGREEMENT**

**BETWEEN R/S ASSOCIATES, A FLORIDA LIMITED PARTNERSHIP,  
DAN SHOOSTER, ROBERT YARI AND FORUM ARLINGTON PROPERTIES, LTD.**

This Settlement Agreement (the "Agreement") is made and entered into as of the date of the last signature set forth below by and between RIS Associates, a Florida Limited Partnership and Dan Shooster (hereinafter collectively "Plaintiffs") and Robert Yari and Forum Arlington Properties, Ltd. (hereinafter collectively "Defendants").

**WITNESSETH:**

**WHEREAS**, Plaintiffs filed an action in the United States District Court for the Southern District of Florida against Defendants, Case No. 00-6023 CIV HURLEY ("the Lawsuit") alleging a variety of causes of action arising from Defendants' alleged infringement of Plaintiffs' registered trademarks: Festival Marketplace Mall #3101; Festival Marketplace Mali/Logo" #3102; Winners! Arcade/Design #3103; Winners! Arcade/Design #3121; Festival Marketplace #3104; Festival Marketplace #3105; Shopaholic #3112; Festiventures #3120; Festiventures #3112; Fesitvalue #3111; Festivalvalue #3119; Fleabytes #3110; Fleabytes #3118; Flea Market Mall #3117; Flea Market Mall #3108; Festival Flea Market/Design #3107; Festival Flea Market/Design #3115; Flea T.V. #3106; Flea T.V. #3114; Festival Marketplace/Design #3123; and/or International Festival Center trademark ("The Plaintiffs' Marks"); and

**WHEREAS**, the parties have amicably resolved their dispute to each of their satisfaction.

**NOW THEREFORE**, in consideration in the foregoing premises and the mutual covenants contained herein, the parties hereby confirm their agreement as follows:

1. Cessation of Present Infringing Use: Consent Judgment. Defendants, its officers, agents, servants, employees, successors and assigns, and those persons in active concert or participation with Defendants, acknowledge Plaintiffs' rights in the Plaintiffs' Marks in the

EXHIBIT "1"

United States and have ceased and have agreed to be permanently enjoined from infringing and/or counterfeiting said trademark rights. Further, Defendants agree that, if they default on their obligations under this Agreement, Plaintiffs may cause the Court to enter the Consent to Final Judgment and Permanent Injunction, which is attached hereto as Exhibit "A." By entering into this Settlement Agreement, Defendants are not admitting liability as to any claims asserted by Plaintiffs. Rather, Defendants are settling for purposes of economic certainty and conservation of legal expenses.

2. Payment to Plaintiffs. Within twenty-one (21) days of execution of this Agreement, Defendants shall pay Plaintiffs the sum of Fifty Thousand Dollars (\$50,000.00). Thereafter, Defendants shall pay Plaintiffs the sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) within one (1) year of the effective date of this Agreement. Thus, the total paid by Defendants to Plaintiffs hereunder shall be Eighty-Two Thousand Five Hundred Dollars (\$82,500.00).

If Defendants fail timely to make either of the payments set forth above, then a penalty equal to twenty (20%) of the overdue amount shall be added to the amount due. In addition, ten (10) days after the date said payment was due, Plaintiffs shall be entitled to submit an affidavit of non-payment and request the Court to enter the Consent Final Judgment, which is attached hereto as Exhibit A.

Unless otherwise designated in writing by Plaintiffs, all payments shall be made as follows:

By check payable to: RIS Associates, Inc.  
Att: Dan Shooster

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be written in cursive.

2900 West Sample Road  
Pompano Beach, Florida 33073

3. Release. The parties hereby release each other from all claims and/or causes of action brought, or which could have been brought, in the Lawsuit arising from Defendants' past use of Plaintiffs' Marks.

4. Dismissal. Each party shall execute a General Release in favor of the opposing parties within ten (10) days of the effective date hereof. The Plaintiffs' causes of action against the Defendants shall be dismissed with prejudice, subject to the terms and conditions of this Agreement.

5. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

6. Amendments. The provisions of this Agreement may not be amended, supplemented, or modified orally, but maybe amended only by a writing signed by the party or the respective attorney for the party against whom enforcement of any such amendment, supplement or modification is sought.

7. Further Assurances. Each party shall reasonably sign such additional documents and take such reasonable additional action as may be necessary to effectuate this Agreement.

8. Headings. The headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.



10 Interpretation: Each party acknowledges that this Agreement has been reviewed and approved by its respective counsel. Accordingly, authorship or draftsmanship of this Agreement shall not be relied upon in its interpretation or in resolving any claim of ambiguity.

11. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Illegality. If any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in any other respect and the remaining provisions of this Agreement shall not be in anyway impaired.

13. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, costs and all reasonable expenses incurred in so enforcing or defending itself, including all attorneys' fees and costs incident to appeals, in addition to any other relief to which such party may be entitled.

14. Waiver. The waiver by any party of the violation or breach of any provision hereof by any other party shall not constitute a waiver of any prior or subsequent violation or breach of any provision of this Agreement.

15. Representations. All representations set forth in the Recitals to this Agreement are hereby acknowledged by each party to be true and correct.

16. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective heirs,



representatives, successors and permitted assigns. This Agreement shall further be binding upon any employee, officer, director, shareholder, agent, or representative of a party.

17. Attorney's Fees and Costs. Each party to this Agreement covenants not to sue any other party to this Agreement in order to recover any portion of the attorney's fees, costs or other expenses associated with the Lawsuit.

18. Effective Date. The effective date of this Agreement is April 27, 2001.

**AGREED TO AND ACCEPTED BY:**

**RIS ASSOCIATES, a Florida Limited Partnership**

By: 

Title: C.O.O.

Date: 6-1-01

DAN SHOOSTER



Date: 6-1-01





**FORUM ARLINGTON PROPERTIES, LTD.**

By: 

Title: 

Date: 

  
BOB YARI

Date: 

5-25-01

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UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV HURLEY

RIS ASSOCIATES, a Florida Limited  
Partnership and DAN SHOOSTER,

Plaintiffs,

vs.

ROBERT YARI and FORUM ARLINGTON  
PROPERTIES, LTD. AND ALLIANCE  
COMMERCIAL MANAGEMENT,

Defendants.

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**CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION**

Plaintiffs, R/S Associates, a Florida Limited Partnership and Dan Shooster (collectively "Plaintiffs") and Defendants, Robert Yari and Forum Arlington Properties, Ltd., (collectively "Defendants"), stipulate and consent to the following:

WHEREAS, Defendants adopted and began using trademarks in the United States which allegedly infringe Plaintiffs' registered trademarks: Festival Marketplace Mall 3101; Festival Marketplace Mall/Logo" #3102; Winners! Arcade/Design #3103; Winners! Arcade/Design #3121; Festival Marketplace #3104; Festival Marketplace #3105; Shopaholic #3112; Festiventures #3120; Festiventures #3112; Fesitvalue #3111; Festivalvalue #3119; Fleabytes #3110; Fleabytes #3118; Flea Market Mall #3117; Flea Market Mall #3108; Festival Flea Market/Design #3107; Festival Flea Market/Design #3115; Flea T.V. #3106; Flea T.V. #3114; Festival Marketplace/Design #3123; and/or International Festival Center trademark ("The Plaintiffs' Marks");

WHEREAS, it is alleged that Defendants' use of names and marks which incorporate one or more of the Plaintiffs' Marks might cause confusion as to source or origin; and

WHEREAS, based upon Plaintiffs' good faith prior use of the Plaintiffs' Marks, Plaintiffs have superior and exclusive rights in and to the Plaintiffs' Marks in the United States and any confusingly similar names or marks;

WHEREAS, Defendants do not admit liability or wrongdoing as to Plaintiffs' claims, but have settled this matter for reasons of judicial economy.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. That Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith are hereby permanently enjoined, from utilizing any of Plaintiffs' Marks; from infringing, counterfeiting, or unlawfully diluting the Plaintiffs' Marks; from using the Plaintiffs' Marks, or any marks similar thereto, in connection with any shopping centers or malls; from unlawfully using any logo, trade name or trademark which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in anyway associated with Plaintiffs, provided however, that Defendants may use the present "Festival Marketplace" sign, located at the entrance of the Festival Discount Mall in Arlington, Texas, without the Plaintiffs' claiming that its use infringes on Plaintiff's rights.

2. Any party shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the event of a violation or failure to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

3. This cause between Plaintiffs and Defendants is hereby dismissed with prejudice, subject to the terms of the Settlement Agreement between the parties. This Consent Judgment shall be conclusive for purposes of collateral estoppel.

4. The parties' respective attorney's fees and costs incurred in connection with this action shall be borne as per the agreement of the individual parties in their Settlement Agreement.

5. Defendants shall pay Plaintiffs \$\_\_\_\_\_, which is the amount set forth in Plaintiffs' Affidavit of Nonpayment dated \_\_\_\_\_, within ten (10) days of the date hereof. The failure to make this payment in accordance with the Court's final judgment shall be deemed a contempt of court.

6. This court will retain continuing jurisdiction over this cause to enforce the terms of this Consent Judgment and the Settlement Agreement between the parties.

DONE AND ORDERED in Chambers in West Palm Beach, Palm Beach County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2001.

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U.S. DISTRICT COURT JUDGE

**Copies Furnished To:**

Keith A. Goldbaum, Esquire  
Friedman, Rosenwasser & Goldbaum, P.A.  
5355 Town Center Rd. #801  
Boca Raton, FL 33486

Elaine Johnson James, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
1645 Palm Beach Lakes Blvd., Suite 1200  
West Palm Beach, FL 33401

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UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Pamela J. Bishop

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Pamela J. Bishop  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 12/6/01, deponent called telephone number 817-213-1000, and said telephone number was answered with the following greeting: "Festival Marketplace".
3. That on or about 12/6/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "Festival Marketplace".
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "LaQuetta".

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Affidavit\11-28-2001\KAG5ds

COMPOSITE EXHIBIT "2"

AFFIANT FURTHER SAYETH NAUGHT.

Pamela J. Bishop

COUNTY OF Broward

STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Pamela J. Bishop, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

6<sup>th</sup> IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of December, 2001.

Janice M. Schri  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



Janice M Schri

My Commission CC861729

Expires September 18, 2003

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Cynthia Freedman

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Cynthia Freedman  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 12/5/01, deponent called telephone number 817-213-1000, and said telephone number was answered with the following greeting: "Festival Marketplace."
3. That on or about 12/5/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "Festival Marketplace."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "LAQUESTA."

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Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.

Cynthia Friedman

COUNTY OF Broward

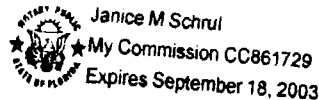
STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Cynthia Friedman, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

5<sup>th</sup> IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of December, 2001.

Janice M. Schrul  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF C. Gallagher

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared C. Gallagher  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 11/26/01, deponent called telephone number 817-213-1000, and said telephone number was answered with the following greeting: "Festival Market place."
3. That on or about 11/26/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "Festival Market place."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "Laquesta."

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Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.

C. Gallagher

COUNTY OF Broward

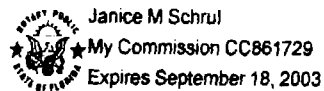
STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, C. Gallagher, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26 day of November, 2001.

Janice M. Schruf  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

VS

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Brenda Newfield

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Brenda Newfield  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 12/4/01, deponent called telephone number 817-213-1000, and said telephone number was answered with the following greeting: "Festival Marketplace."
3. That on or about 12/4/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "Festival Marketplace."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "LAQUESTA."

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Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.

Brenda Newfield

COUNTY OF Broward

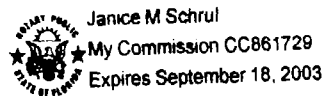
STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Brenda Newfield, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5 day of December, 2001.

Janice M. Schrul  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Kim Neubecker

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Kim Neubecker  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 12/4/01, deponent called telephone number 817-213-1000 and said telephone number was answered with the following greeting: "Festival Market place."
3. That on or about 12/4/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "Festival Market place."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "Christina."

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Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.

Kim Neubecker

COUNTY OF Broward

STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Kim Neubecker, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4 day of December, 2001.

Janice M. Schri  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



Janice M Schri

My Commission CC861729

Expires September 18, 2003

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Joseph HANT

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Joseph HANT  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 11/26/01, deponent called telephone number 817-213-1000 and said telephone number was answered with the following greeting: "Festival Marketplace."
3. That on or about 11/26/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "Festival Marketplace."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "Christina."

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Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.


  
\_\_\_\_\_

COUNTY OF Broward

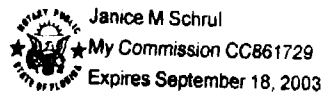
STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Joseph Hant, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3 day of December, 2001.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Mark Hintz

COUNTY OF Broward

STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared MARK Hintz  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 12/3/01, deponent called telephone number 817-213-1000, and said telephone number was answered with the following greeting: "FESTIVAL Marketplace."
3. That on or about 12/3/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "FESTIVAL Marketplace."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "LAQUESTA."

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Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.

[Signature]

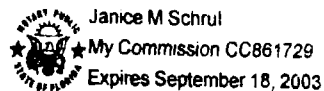
COUNTY OF Broward  
STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mark Hintz, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3 day of December, 2001.

[Signature]  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 00-6023 CIV Hurley

R/S ASSOCIATES, a Florida  
limited partnership and  
Dan Shooster,

Plaintiff

vs

BOB YARI, FORUM ARLINGTON  
PROPERTIES, LTD., and  
ALLIANCE MANAGEMENT CO.,  
LLC.

Defendants.

AFFIDAVIT OF Wendy Baribeault

COUNTY OF Broward  
STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared Wendy Baribeault  
who being first duly sworn upon oath, deposes and says:

1. That deponent is over the age of eighteen (18), is not incompetent and has actual knowledge as to all the matters contained herein.
2. That on or about 11/26/01, deponent called telephone number 817-213-1000, and said telephone number was answered with the following greeting: "FESTIVAL Marketplace."
3. That on or about 11/26/01, deponent repeated the process of calling telephone number 817-213-1000 which telephone number was answered with the following greeting: "FESTIVAL Marketplace."
4. After said telephone number was answered in said manner, deponent inquired as to who deponent was speaking to, and the person at the aforescribed telephone number identified themselves as: "Laguesta."

c:\wpdocs\clients\Shooster  
Affidavit\11-28-2001\KAG5ds

AFFIANT FURTHER SAYETH NAUGHT.

Wendy Baribeault

COUNTY OF Broward  
STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Wendy Baribeault, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3 day of December, 2001.

Janice M. Schriul  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



Janice M Schriul  
My Commission CC861729  
Expires September 18, 2003



AFFIANT FURTHER SAYETH NAUGHT.

Rose M. Coffey

COUNTY OF Broward

STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Rose M. Coffey, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

3 IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of December, 2001.

Janice M. Schri  
NOTARY PUBLIC

My Commission Expires: September 18, 2003



Janice M Schri

My Commission CC861729

Expires September 18, 2003



AFFIANT FURTHER SAYETH NAUGHT.

Nancy J. Stelmat

COUNTY OF Broward

STATE OF FLORIDA

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nancy J. Stelmat, who is personally known to me or who has produced a \_\_\_\_\_ as identification, who acknowledged that he/she did sign and seal the foregoing instrument and that same is his/her free act and deed.

3 IN WITNESS WHEREOF, I have hereunto set my hand and official seal this  
day of December, 2001.

Janice M. Schru  
NOTARY PUBLIC

My Commission Expires: September 18, 2003

